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FILED

12-16-05 4:30pm  
MICHAEL K. JEANES, Clerk

By L. Gilbert  
L. Gilbert, Deputy

7 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA  
8 IN AND FOR THE COUNTY OF MARICOPA

9  
10 THE STATE OF ARIZONA *ex rel.* TERRY  
GODDARD, the Attorney General; and THE  
11 CIVIL RIGHTS DIVISION OF THE ARIZONA  
DEPARTMENT OF LAW,

12 Plaintiff,

13 vs.

14 SHOW LOW APARTMENTS, A LIMITED  
PARTNERSHIP, an Arizona limited partnership,  
15 and BOSLEY MANAGEMENT OF ARIZONA,  
INC., an Arizona corporation,

16 Defendants.

Case No.: CV2004-018413

CONSENT DECREE

(Assigned to The Honorable Ruth H. Hilliard)

17 On September 20, 2004, Plaintiff, the State of Arizona, through Attorney General Terry  
18 Goddard and the Civil Rights Division (collectively "the State"), filed a Complaint in Maricopa  
19 County Superior Court against Defendants Bosley Management of Arizona, Inc. and Show Low  
20 Apartments, a Limited Partnership (collectively, "Defendants") alleging that they violated the Arizona  
21 Fair Housing Act ("AFHA") A.R.S. § 41-1491 *et seq.*

22 ///

1 The State and Defendants desire to resolve the issues raised by the Complaint without the time,  
2 expense and uncertainty of further contested litigation. Accordingly, the parties have decided it is in  
3 their best interests to resolve this matter, and each agrees to be bound by this Consent Decree and not  
4 to contest that it was validly entered into in any subsequent proceeding to implement or enforce its  
5 terms. The parties therefore have consented to the entry of this Consent Decree, waiving trial, findings  
6 of fact and conclusions of law.

7 It appearing to the Court that entry of this Consent Decree ("Decree") will further the  
8 objectives of the AFHA, and that the Decree fully protects the parties, the public, and persons.

9 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

#### 10 JURISDICTION

11 1. This Court has jurisdiction over the subject matter of this action and over the parties  
12 hereto, and venue in Maricopa County is proper.

#### 13 RESOLUTION OF THE COMPLAINT

14 2. This Decree resolves all issues and claims relating to alleged acts and practices of  
15 discrimination to which this Decree is directed and which Defendants deny in full, and, with respect to  
16 such matters. Subject to performance by Defendants of each of the promises, obligations, terms and  
17 conditions set forth below, the State agrees to waive, release and covenant not to sue or claim against  
18 Defendants in any forum with respect to the matters that were or could have been alleged in the  
19 Complaint the State filed against Defendants in this matter.

#### 20 NO RETALIATION

21 3. Defendants agree that they will abide by A.R.S. § 41-1491.14 through A.R.S. § 41-  
22 1491.21.

1           INJUNCTIVE RELIEF

2           4.       Defendants agree to be permanently enjoined from discriminating on the basis of  
3 disability, race, color, religion, sex, familial status, and national origin.

4           TRAINING

5           5.       Defendants agree that each of their employees who act as resident managers, property  
6 supervisors, rental agents, or on-site employees at each property that they own and/or manage which is  
7 covered by the provisions of the AFHA in the State of Arizona will receive a minimum of three hours  
8 of training in the state and federal fair housing laws within three months of the effective date of this  
9 Consent Decree.

10          POLICY CHANGES

11          6.       Within thirty days of the effective date of this Consent Decree, Defendants agree to  
12 submit to the Division draft policies and procedures regarding reasonable accommodation requests  
13 ("Reasonable Accommodation Policies") made by prospective and actual tenants at any housing  
14 currently owned, managed, sponsored and/or controlled by Defendants in the State of Arizona that  
15 comply with the AFHA. The Division will review the Reasonable Accommodation Policies and  
16 approve, reject, or modify those Policies and return them to the Defendants.

17          7.       Within sixty days of the effective date of this Consent Decree, Defendants agree to adopt  
18 and adhere to the Division-approved Reasonable Accommodation Policies and to apply the Policies to  
19 all prospective and actual tenants at any housing currently owned, managed, sponsored and/or  
20 controlled by Defendants in the State of Arizona that comply with the AFHA. Defendants agree to  
21 make the Reasonable Accommodation Policies available to all of its employees who are responsible for  
22 the management of housing owned and/or managed by Defendants in the State of Arizona, and will  
continue to do so in the future.



1           8.       Within ninety days after the effective date of this Consent Decree, Defendants shall  
2 provide a notice to all tenants residing at all housing owned and/or managed by Defendants in the State  
3 of Arizona that describes Defendants' Reasonable Accommodation Policies and that informs those  
4 tenants of their right to request a reasonable accommodation to rules, policies, practices, or services,  
5 when such accommodation may be necessary to afford them an equal opportunity to use and enjoy their  
6 dwelling units, including public and common use areas. Defendants agree that should any tenant need a  
reasonable accommodation for his or her disability in the future:

7           (a)     the assigned property specialist or a designated representative will promptly instruct the  
8 tenant to make his or her request in writing, or, if necessary, assist the tenant in making the request in  
9 writing, stating the type of accommodation needed and providing details regarding the reason for the  
10 accommodation;

11          (b)     the assigned property specialist or a designated representative will endeavor to ensure  
12 the confidentiality of information regarding the tenant's disability and/or physical, mental,  
13 psychological and/or psychiatric condition;

14          (c)     the assigned property specialist or designated representative will endeavor to make a  
15 good faith effort to provide a prompt written response to the tenant who requests the accommodation  
16 regarding whether the request is granted, denied, or whether Defendants need additional information to  
17 evaluate the request; and

18          (d)     where an accommodation request is granted, the assigned property specialist or  
19 designated representative will satisfy the agreed-upon accommodation within a reasonable time frame.

20 Nothing in this Consent Decree shall preclude Defendants from imposing a *reasonable* screening  
21 process for making determinations on requests for reasonable accommodation, provided that  
22 *considerable* deference shall be given to the assessment of medical and health professionals as to the

1 abilities and/or limitations of the tenant and whether the accommodation is necessary to afford the  
2 tenant equal opportunity to use and enjoy the dwelling, including public use and common areas.

3 9. Within thirty days after the effective date of this Consent Decree, Defendants shall  
4 inform all of its employees in the State of Arizona about the terms of this Consent Decree.

5 10. One hundred fifty days after the effective date of this Consent Decree, and monthly for  
6 the subsequent twelve months, Defendants shall submit to the Division the following:

7 (a) copies of all written requests submitted by tenants at housing owned and/or managed by  
8 Defendants in the State of Arizona requesting a reasonable accommodation based on his or her  
9 disability; and

10 (b) copies of any and all information indicating the action taken by Defendants in response  
11 to requests for reasonable accommodations by tenants by tenants claiming disabilities under (a),  
12 including written notices provided to tenants stating whether such requests were granted or denied and  
13 the reason for the action taken, information stating whether the accommodations were completed, and  
14 information indicating the timeliness of Defendants' response to requests and completion of  
15 accommodations.

16 11. Defendants agree to mail a notice to all of its tenants in the State of Arizona that  
17 retaliation for exercising one's right under the federal and Arizona fair housing laws is illegal, and such  
18 rights include: (1) filing a charge of housing discrimination with the Arizona Attorney General's Office,  
19 Civil Rights Division, the U.S. Department of Housing and Urban Development, or the U.S.D.A.'s  
20 Rural Development program; and (2) providing testimony during an investigation conducted by  
21 Arizona Attorney General's Office, Civil Rights Division, the U.S. Department of Housing and Urban  
22 Development, or the U.S.D.A.'s Rural Development program. Defendants shall provide the Division a

1 draft of that notice within thirty days after the entry of this Consent Decree and will mail the notice only  
2 after the Division has approved the content of the mailing.

3 12. Defendants agree to be permanently enjoined from demanding removal of animals  
4 claimed to be service or therapeutic animals while the Defendants complete the Reasonable  
5 Accommodation Policies with respect to that animal. If evidence establishes that the animal is, in fact,  
6 a service or therapeutic animal, then Defendants agree to be permanently enjoined from demanding  
7 removal of that animal unless the animal becomes a direct threat to the health and safety of other  
8 tenants.

9 13. Defendants shall, once a month for the twelve-month period after entry of the Consent  
10 Decree, provide the Division a written description of all complaints lodged by any tenant or prospective  
11 tenant of housing owned or managed by Defendants in the State of Arizona against Defendants or agent  
12 of any of its employees or agents relating to Defendants' business. Defendants shall be required to  
13 provide last known contact information for each tenant, or prospective tenant, lodging a complaint  
14 against Defendants as described in the written description. The Division shall evaluate whether those  
15 complaints indicate any violations of the AFHA.

16 14. Defendants shall not require that any guest of any tenant at any housing owned or  
17 managed by Defendants in the State of Arizona provide Defendants or their agents with the name,  
18 social security number, or license plate number of that guest (unless the guest is applying for residency  
19 at one of Defendants' housing projects pursuant to Defendants' policy that guests are permitted to visit  
20 tenants as long as the guests' visits do not last beyond three consecutive days) unless required to do so  
21 by federal or state law.



1           15. Defendants shall not require that any tenant at any housing owned or managed by  
2 Defendants in the State of Arizona provide Defendants or their agents with a list or statement detailing  
3 the names of guests (who do not stay for more than three consecutive days) that tenant has had at their  
4 home, the times of those visit, or social security numbers or license plate numbers of those tenants  
5 unless required to do so by federal or state law.

6           16. Defendants and their agents and employees shall not disclose any information relating to  
7 complaints lodge by tenants or prospective tenants at any housing project owned or managed by  
8 Defendants in the State of Arizona to any non-employee or non-agent unless required or authorized to  
9 by federal or state law.

10           17. In no event shall any provision of this Consent Decree require Defendants to take any  
11 action or to adopt any policy or program inconsistent with their obligations under any applicable  
12 federal, state, county, or local law, rule or regulation.

13           **MONETARY RELIEF**

14           18. Within ten days after entry of this Consent Decree or by December 22, 2005, whichever  
15 is later, Defendants shall pay Scarlett Clark the sum of \$12,000 by cashier's check. Defendants shall  
16 make the check out to Scarlett Clark, but shall deliver the check to Michelle Hibbert, Arizona Attorney  
17 General's Office, Civil Rights Division.

18           19. Within ten days after entry of this Consent Decree or by December 22, 2005, whichever  
19 is later, Defendants shall pay the Civil Rights Division of the Arizona Attorney General's Office the  
20 sum of \$50,000. Such payment shall be made by two cashier's checks, one in the amount of \$40,000  
21 (in lieu of any statutory penalties) and one in the amount of \$10,000, to be used by the Civil Rights  
22

1 Division of the Arizona Attorney General's Office to monitor compliance with this Consent Decree and  
2 to enforce civil rights laws in Arizona.

### 3 MISCELLANEOUS PROVISIONS

4 20. When this Decree requires the submission of reports, notices, payments or other  
5 materials to the State, they shall be mailed to: Michelle Hibbert, Assistant Attorney General,  
6 Arizona Attorney General's Office, 1275 W. Washington Street, Phoenix, Arizona 85007, or her  
7 successors.

8 21. The parties shall bear their respective attorneys' fees and costs incurred in this  
9 action up to the date this Consent Decree is entered.

10 22. The parties represent that they have read this Consent Decree in its entirety and are  
11 satisfied that they understand and agree to all its provisions, and represent that they have freely  
12 signed this Consent Decree without coercion.

13 23. This Consent Decree shall be binding on and inure to the benefit of Defendants and  
14 their heirs, assigns, successors, successors-in-interest, receivers, trustees in bankruptcy, and  
15 personal representatives.

16 24. This Consent Decree shall be governed in all respects by the laws of the State of  
17 Arizona.

### 18 CONTINUING JURISDICTION OF THE COURT

19 25. The Court shall retain jurisdiction over both the subject matter of this Consent  
20 Decree and the parties for two years from entry of this Consent Decree to effectuate and enforce  
21 this Decree. This Consent Decree shall expire by its own terms two years from entry of this  
22 Consent Decree, without further action of the parties. The State may petition this Court for  
compliance with this Consent Decree at any time during the period that this Court maintains  
jurisdiction over this action. Should the Court determine that Defendants have not complied with  
this Consent Decree, appropriate relief may be ordered.



1 EFFECTUATING DECREE

2 26. The parties agree to the entry of this Consent Decree upon final approval by the  
3 Court. The effective date of this Decree shall be the date that it is entered by the Court.

4 ENTERED AND ORDERED this 15 day of Dec. 2005.

5  
6 RUTH H. HILLIARD  
7 Judge of the Superior Court  
8 The Honorable Ruth H. Hilliard  
9 Maricopa County Superior Court Judge  
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